

DATE: 12/18/19

## PURCHASE ORDER

PO NUMBER 036996

PURCHASING OFFICE: 407.688.5030  
ACCOUNTS PAYABLE: 407.688.5020  
FACSIMILE: 407.688.5021

CITY OF SANFORD  
P.O. BOX 1788  
(300 NORTH PARK AVENUE)  
SANFORD, FLORIDA 32772  
FLORIDA TAX EXEMPT NO.: 858012621681C-8

SUBMIT INVOICES TO: ACCOUNTS PAYABLE  
FINANCE DEPT.  
P.O. BOX 1788  
SANFORD, FL 32772

VENDOR NO.: 12362

TO:

GRAYROBINSON, PA  
301 EAST PINE ST  
SUITE 1400  
ORLANDO, FL 32801

SHIP TO:

CITY OF SANFORD  
300 N. PARK AVENUE  
SANFORD, FL 32771

DELIVER BY	TERMS	F.O.B. DESTINATION UNLESS OTHERWISE INDICATED	BID OR QUOTATION NO.	REQUISITION NO.	
09/30/20	NET/30			67734	
ACCOUNT NO.: 156-0108-552.31-00 PROJECT NO.:					
NO DEVIATION FROM THIS PURCHASE ORDER WILL BE ALLOWED UNLESS AUTHORIZED BY THE PURCHASING MANAGER - CITY OF SANFORD					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF ISSUE	UNIT COST	EXTENDED COST
1	LEGAL SERVICES FOR CRA GRANT LOBBYING 50 % DUE AT PO 50 % DUE AT THE END OF FY	15000.00	EA	1.00	15000.00
				SUB-TOTAL	15000.00
				TOTAL	15000.00

APPROVED BY: 

PURCHASING AGENT

APPROVED BY: 

CITY MANAGER

All packages and Invoices applicable to this P.O. must bear this P.O. Number. The Vendor shall comply with all specified and referenced herein before and after. Any attempts to insert language to change these terms and conditions are hereby rejected and will be resolved in favor of the City of Sanford. Standard terms and conditions hereby incorporated into this purchase order may be found at <http://www.sanfordfl.gov/index.aspx?page=879> Terms and conditions applicable to P.O.'s and at Additional Terms and conditions <http://www.sanfordfl.gov/index.aspx?page=883>





## PURCHASE ORDER TERMS AND CONDITIONS

1. By accepting this Purchase Order (PO) the Vendor accepts all of the Terms and Conditions included herein. The Buyer is the City of Sanford, Florida, hereinafter referred to as the "City". The term "City" is used in a broad sense to include its employees, directors, officers, agents, volunteers, etc.
2. All information referenced is hereby incorporated into the PO. These Terms and Conditions may be varied only by written amendment signed by the parties. All modifications in performance, including but not limited to, extensions of time, renewal, or substitution are void absent dually signed amendment by the parties. Time is of the essence of the lawful performance of the duties and obligations contained in the Purchase Order. The Vendor agrees that Vendor shall diligently and expeditiously pursue Vendor's obligations.
3. Cancellation rights reserved by the City. The City may cancel this PO in whole or in part at any time for default by written notice to the Vendor. The City shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the City prior to the Vendor's receipt of the notice of termination.
4. Terms of shipping are F.O.B. the City's delivery location unless otherwise noted within the terms of this PO. Regardless of the indicated F.O.B. point, the City does not accept title until the delivery is acknowledged by an authorized City representative"
5. Prices stated on this PO are firm, all-inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida Sales and Use Tax and will furnish the Vendor with proof of tax exemption upon request. Extra charges for any purpose will not be allowed unless explicitly indicated on the PO. This order is hereby cancelled, if pricing is omitted.
6. The Vendor warrants that any material or equipment supplied hereunder is new, unused condition and free from defects in title, workmanship, defects in design and in full compliance with the specifications defined by the City in the order. The goods or services furnished under this PO are covered by commercial warranties for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City. A copy of these warranties and all applicable manufacturers' warranties shall be furnished at the time of delivery.
7. The City reserves the right to conduct any inspection or investigation to verify compliance of the goods and/or services with the requirements of this purchase order and to reject any delivery not in compliance. If any deficiency is not visible at the time of delivery the City reserves the right to take and/or require appropriate corrective action upon the discovery of any deficiency, non-compliance, or defect
8. All tools or property furnished to the Vendor by the City shall remain the property of the City, be subject to removal upon the City's demand, be used only on behalf of the City, be maintained in good order, and be clearly identified as property of the City. The Vendor assumes any and all liability of whatsoever type or nature for loss or damage to such property.
9. The Vendor agrees to comply with all Federal, State of Florida, Seminole County, City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase.
10. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless and defend the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or agents. Additionally, the Vendor accepts responsibility for all damages resulting in any way related to the procurement and delivery of goods or services contemplated in this purchase order. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
11. The Vendor shall not assign this PO, any rights under this PO or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
12. The Vendor shall not disclose the existence of this PO without prior written consent of the City except as may be required to perform this PO.
13. All Material purchased hereunder must be packaged to ensure its security and delivery in accordance with the City's shipping and packaging specification and good commercial practice. Each package shall be labeled indicating the addressee of each package or shipment and the applicable PO number. All shipments shall comply with HAZMAT requirements including, but not limited to, (DOT) regulations published in 49CFR 1399, OSHA regulations 29 CFR 4999.
14. The Vendor shall perform the obligations of this PO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
15. The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures.
16. After each delivery, the Vendor shall provide to the "bill to address" an original, "proper invoice" (single copy) which includes: a) Vendor's name(dba), telephone number, mailing address; b) City's P.O. Number; c) Date of invoice; d) Shipping date; e) Delivery date; f) Payment terms; g) Description of goods/services; h) quantity; i) Unit price; j) Extended price; k) Total. The City has the right to reconcile invoice with the PO and adjust payment accordingly to comply with the PO. Payment will be made only to the Vendor identified on the PO and for received and accepted goods/services. The City shall have right at any time to set-off any amounts due to the Vendor against any amounts owed to the City by the Vendor and shall in the case of Vendor default retain the right to further adjust payments as consistent with the best interests of the City.
17. Payment of invoices will be in compliance with Chapter 218, Part VII of Florida Statutes, City Ordinance No. 3029, Purchasing Policy of the City and the stipulations, terms and conditions of this PO. Any cash discount period will date from receipt of invoice, receipt of actual delivery or date of invoice, whichever is later.
18. If this PO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. In circumstances where insurance is required, Vendor shall provide proofs of insurance required by the City, or City reserves the right to cancel this Purchase Order, immediately suspend performance by the Vendor at Vendor's expense and prohibit access to City premises until such proofs of insurance is verified. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
19. The failure of the city to enforce any provision of this PO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
20. The Vendor shall notify the Purchasing Manager of any inherent hazard and applicable precautions, protective measures and provide any additional relevant information, including MSDS, related to the Material being purchased herein.
21. The City shall have the right at no additional charge to use all or portions of material found in the Vendor's applicable literature relevant to the purchase. The Vendor agrees to advise the City of any updated information relative to the foregoing literature and documentation with timely written notice.
22. A person or affiliate who has been removed from the City's Vendor List may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being removed from the City's Vendor List.
23. In compliance with 8 U.S.C. Section 1324a (e) [Section 274A (e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this PO with any contractor who knowingly employs unauthorized alien workers.
24. This PO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Eighteenth Judicial Circuit in and for Seminole County, Florida



# Purchasing Division Requisition Form



Department	CRA/Economic Development
Contact Person	Sonia Fonseca
Vendor	Gray Robinson
Address	301 E Pine St. #1400
Contact Person	Chris Carmody

City of Sanford  
PO Box 1788  
Sanford, FL  
Seminole  
32772  
Phone: 407-688-5030  
Fax: 407-688-5021  
www.sanfordfl.gov

Email on proposal attached Tel 407-244-5649

Requisition #	67734	PO #	36914	Date	12/13/19
Line Item	Account Code	Description	Quantity	Unit	Extended Price
1	156-0108-552.31.00	Legal Services for Grant Lobbying		each	15,000 -

918/074 - Commodity

## Delivery Instructions:

## Additional Comments:

50% due @ PO  
50% due @ end of FY

Finance Manager  
Budget Transfer

*Sonia Fonseca*

Override  
Accounts (initials)

## Internal Use Only

Amount Paid	Check No.	Date

GRAY ROBINSON  
ATTORNEYS AT LAW

Chris Carmody

407-244-5649

CHRIS.CARMODY@GRAY-ROBINSON.COM

October 14, 2019

Lake Monroe Waterfront and  
Downtown Sanford CRA  
Attn: Chairman Charles Davis  
Executive Director Sonia Fonseca

VIA EMAIL: [CHARLES@GETMEABETTERRATE.COM](mailto:CHARLES@GETMEABETTERRATE.COM)  
[SONIA.FONSECA@SANFORDFL.GOV](mailto:SONIA.FONSECA@SANFORDFL.GOV)

Re: Agreement with GrayRobinson, P.A.

Dear Chairman Davis and Director Fonseca:

Thank you very much for your continued interest in GrayRobinson, P.A. ("GrayRobinson" or "the Firm"). We could not be more thrilled at the successful grant application to the Florida Department of Transportation. We appreciate the continued opportunity to provide governmental consulting services to **Lake Monroe Waterfront and Downtown Sanford CRA** ("SANFORD CRA" or "you"). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm's reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

**Firm Contacts for Your Representation**

You have asked that we represent **SANFORD CRA** before the State of Florida on issues related to the executive branch of government and to monitor legislation regarding community redevelopment agencies and other legislation that would affect **SANFORD CRA**. Specifically, you would like us to provide lobby services regarding grants at the various agencies and departments governed by the Florida Executive Branch. Further, you would like our team to monitor and advise **SANFORD CRA** on any and all legislation that would impact, positive or negative, the operations of the **SANFORD CRA**. The entire team of GrayRobinson's lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Robert F. Stuart, Jr., who will serve as secondary contact for this representation.

**Fees, Costs and Terms**

In exchange for these services, **SANFORD CRA** has agreed to pay the Firm \$15,000. The \$15,000 shall be paid in two installments of \$7,500, paid November 1, 2019 and the second payment due January 1, 2020. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. Documented, out-of-pocket costs directly attributable to the performance of this work will be

301 EAST PINE STREET  
SUITE 1400  
POST OFFICE BOX 3068 (32802-3068)  
ORLANDO, FLORIDA 32801  
TEL 407-843-8880  
FAX 407-244-5690  
gray-robinson.com

BOCA RATON  
FORT LAUDERDALE  
FORT MYERS  
GAINESVILLE  
JACKSONVILLE  
KEY WEST  
LAKELAND  
MELBOURNE  
MIAMI  
NAPLES  
ORLANDO  
TALLAHASSEE  
TAMPA  
WEST PALM BEACH

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Executive Director Sonia Fonseca

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billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on **SANFORD CRA**'s behalf. No monthly costs that in the aggregate exceed \$100 will be incurred without your prior approval. Both **SANFORD CRA** and the Firm have the right to terminate this contract with or without cause with thirty (30) days' notice given.

### **Lobbyist Registration**

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, **SANFORD CRA** consents for the firm's lobbyists to register to represent **SANFORD CRA**, and you agree to reimburse the Firm for the cost of lobbyist registrations.

Lobbyist registration fees are:

- **Legislature:** \$20 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.
- **Executive:** \$25 for each person from the point of registration until December 31; then renewed in January each calendar year thereafter.

Lobbyist registration forms will be sent under separate cover following the execution of this agreement. By signing below, you agree to complete and return these forms, which are necessary to our representation of **SANFORD CRA** during the term of this contract or after its termination should reporting periods overlap. The Firm cannot commence representation until these forms are returned and properly filed with the state.

### **Compensation Reporting**

Florida law requires that the fees and costs invoiced by Gray Robinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, **SANFORD CRA** consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 100% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

### **Confidentiality**

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly all information about your interests and



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Attn: Chairman Charles Davis  
Executive Director Sonia Fonseca

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strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

### **Distinguishing Between Lobbying and Legal Services; Conflicts**

GrayRobinson offers not only legal services, but also lobbying services. It is important to understand the distinction between those services relative to conflicts.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery, and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above, we know of no legal conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue, we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return to me. If not already completed, electronic lobbyist registration forms will be sent separately from the respective entities for YEAR. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,



Christopher L. Carmody

For: Lake Monroe Waterfront and  
Downtown Sanford CRA

*Approved by CRA @ 12/4/19 CRA meeting*

By: Charles Davis, Chairman

Date

*AV Capture is down but meeting (draft) minutes attached*



**CITY OF SANFORD COMMUNITY REDEVELOPMENT AGENCY**

**DECEMBER 4, 2019 REGULAR MEETING**

**City Hall, City Commission Chamber 300 North Park Avenue, Sanford, FL 32771**

**Should you require an alternate method to access the information on this agenda or any attachments thereto, please contact [ADA@sanfordfl.gov](mailto:ADA@sanfordfl.gov) or 407-688-5006 to request information be provided to you in an alternative format.**

**Action Minutes**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL (Form 8B) – Charles Davis read Joshua Snyder's form 8B into the record.**

Paul Osborne, Member

Steve Chusmir, Member

Charles Davis, Member

David Hall, Assistant City Attorney

Sonia Fonseca, Director

**Absent**

Joshua Snyder, Member

Brian Volk, Member

**IV. APPROVAL OF AGENDA – Steve Chusmir made a motion to approve the agenda, Paul Osborne seconded the motion – approved unanimously.**

**V. APPROVAL OF ACTION MINUTES (OCTOBER AND NOVEMBER MEETINGS) – Steve Chusmir made a motion to approve the October and November action minutes, Paul Osborne seconded the motion – approved unanimously.**

**VI. OLD BUSINESS & PRESENTATIONS (Thank you to Steve Chusmir) – No Action**

**VII. TREASURER'S REPORT (Budget Amendments as needed) – No Action**

**VIII. NEW BUSINESS**

- Façade Grant – 329 Sanford Avenue – Yhonny Diaz - \$10,000 – Steve Chusmir made a motion to approved the Façade Grant for 329 Sanford Ave. in the amount of \$10,000, Paul Osborne seconded the motion – approved unanimously. (Renderings provided by grantee are attached)
- Rehabilitation Grant – 329 Sanford Avenue – Yhonny Diaz - \$49,781 – Steve Chusmir made a motion to approve the Rehabilitation Grant for 329 Sanford Avenue in the amount of \$66,800, Paul Osborne seconded the motion – approved unanimously.

- Gray Robinson – 2020 Renewal – \$15,000 – Steve Chusmir made a motion to approved the Gray Robinson proposal for 2020 in the amount of \$15,000, Paul Osborne seconded the motion – approved unanimously.
- Façade Grant Extension – RRFREE, LLC – 307 2<sup>nd</sup> St. – March 2020 – Paul Osborne made a motion to extend the approved Façade Grant for 307 2<sup>nd</sup> St until June 1, 2020, Steve Chusmir seconded the motion – approved unanimously.

IX. DISCUSSION ITEMS – Demand letter for 224 E First Street (copy of the letter is attached)

X. STAFF REPORTS - None

XI. BOARD REPORTS - None

XII. ATTORNEY REPORT – Mr. Hall informed the CRA that he will be assisting staff in developing a monitoring procedure to address all grants within the forgiveness period.

XIII. PUBLIC COMMENT PERIOD - Public may comment on any item not covered on the regular agenda. Three-minute limit per person. Please state your name and address prior to speaking. - None

XIV. ADJOURNMENT

In accordance with the *Americans with Disabilities Act*, persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at 407.688.5010 at least 48 hours in advance of the meeting. Advice to the public: if a person decides to appeal a decision made with respect to any matter considered at the above meeting or hearing, he or she may need a verbatim record of the proceedings, including the testimony and evidence, which record is not provided by the City of Sanford. (FS 286.0105)